(e) shall avoid unnecessary damages to the commercial, economic and financial interests of the other Contracting Party.

3. Nothing in this Agreement shall be regarded as altering the rights enjoyed and obligations undertaken by a Contracting Party as a party to the Articles of Agreement of the International Monetary Fund.

Article 13
Prudential Measures

1. Notwithstanding any other provisions of this Agreement, a Contracting Party shall not be prevented from taking measures relating to financial services for prudential reasons, including measures for the protection of investors, depositors, policy holders or persons to whom a fiduciary duty is owed by an enterprise supplying financial services, or to ensure the integrity and stability of its financial system.

2. A Contracting Party shall not be prevented from taking non-discriminatory measures of general application in pursuit of monetary and related credit policies or exchange rate policies.

3. Where the measures taken by a Contracting Party pursuant to paragraphs 1 and 2 do not conform with any other provisions of this Agreement, they shall be taken for the purposes referred to in those paragraphs and not be used as a means of avoiding the obligations of the Contracting Party under this Agreement.

Article 14
Subrogation

1. If a Contracting Party or its designated agency (hereinafter referred to as "insurer") makes a payment to any of its own investors under an indemnity, guarantee or insurance contract, pertaining to an investment of such investor made in the Territory of the other Contracting Party, the latter Contracting Party shall recognise the assignment to the insurer of any right or claim of such investor on account of which such payment is made and shall recognise that the insurer is entitled to exercise by virtue of subrogation any such right or claim to the same extent as the original right or claim of the investor. As regards payment to be made to the insurer by virtue of such assignment of right or claim and the transfer of such payment, the provisions of Articles 9, 10 and 11 shall apply *mutatis mutandis*.

2. The subrogated rights or claims shall not exceed the original rights or claims of the investor.

Article 15
Consultation

Representatives of the Contracting Parties may, whenever necessary, hold consultations on any matter affecting the implementation of this Agreement. These consultations shall be held on the proposal of one of the Contracting Parties at a time agreed upon through diplomatic channels.

Article 16
Settlement of Investment Disputes
between a Contracting Party
and an Investor of the Other Contracting Party

1. For the purposes of this Article, "investment dispute" is a dispute between a Contracting Party and an investor of the other Contracting Party that has incurred loss or damage by reason of, or arising out of, an alleged breach of any obligation of the former Contracting Party under this Agreement with respect to the investor of that other Contracting Party or its investments in the Territory of the former Contracting Party.

2. Subject to subparagraph 6(b), nothing in this Article shall be construed so as to prevent an investor who is a party to an investment dispute (hereinafter referred to in this Article as "disputing investor") from seeking administrative or judicial settlement within the Territory of the Contracting Party that is a party to the investment dispute (hereinafter referred to in this Article as "disputing Party").

3. Any investment dispute shall, as far as possible, be settled amicably through consultations and negotiations conducted in good faith between the disputing investor and the disputing Party (hereinafter referred to in this Article as "the disputing parties"). To this end, the disputing investor shall deliver to the disputing Party a written request for consultations setting out a brief description of facts regarding the measure or measures at issue. The consultation shall be commenced no later than thirty days after the date of its receipt by the disputing Party. Nothing in this paragraph precludes the use of non-binding, third party procedures, such as good offices, conciliation or mediation.